

ATTACHMENT

(SETTLEMENT AGREEMENT AND GENERAL RELEASE)

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

Alan Dutil, on behalf of himself)	Case No.: 4:13-CV-2504-MGL
and all other similarly situated employees,)	
)	
Plaintiff,)	
)	
vs.)	SETTLEMENT AGREEMENT
)	AND
)	GENERAL RELEASE
National Golf Management, LLC,)	
Burroughs & Chapin Company, Inc.,)	
)	
Defendants.)	
)	

WHEREAS, Alan Dutil (“Mr. Dutil”) has filed a lawsuit against the Defendants, National Golf Management, LLC, & Burroughs & Chapin Company, Inc., (“Defendants”), in the United States District Court for the District of South Carolina, Florence Division, styled Alan Dutil, on behalf of himself and all other similarly situate employees vs. National Golf Management, LLC & Burroughs & Chapin Company, Inc., Civil Action No. 4:13-cv-2504-MGL, alleging claims for unpaid compensation under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §201 et seq. (2008), and containing allegations alleged on behalf of “all other similarly situated employees,” and

WHEREAS, to date, no class has been certified in this action; and

WHEREAS, the Defendants have disputed the allegations in the Complaint and any liability as to Plaintiff’s claims; and

WHEREAS, the parties realize the claims are disputed and are desirous of settling the differences between them in an amicable manner in the interest of avoiding the continued cost and expense of litigation;

NOW THEREFORE, it is agreed between the parties as follows:

1. Promise of Payment by Defendants. The Defendants agree to pay Mr. Dutil upon the approval by the Court of this Settlement Agreement and General Release (“Agreement”) as follows: Defendant Burroughs and Chapin Company, Inc. agrees to pay Mr. Dutil the sum of Two Thousand Eight Hundred Twenty-Six and 65/100 (\$2,826.65) Dollars and Defendant National Golf Management, LLC agrees to pay Mr. Dutil One Hundred Seventy-three and 35/100 (\$173.35) Dollars which amounts will be considered payment for wages and subject to appropriate federal and State withholding taxes. Payment of the settlement sum shall be in return for the promises and covenants set forth herein.

2. Payment of Plaintiff’s Attorney’s Fees and Costs by Defendants. The Defendants agree to pay Mr. Dutil’s attorneys fees in the amount of Nine Thousand Nine Hundred Thirty-Six and 98/100 (\$9,936.98) Dollars, upon the approval of the Court of this Agreement. Payment of these attorney’s fees shall also be in return for the promises and covenants set forth herein. Defendants also agree to pay Five Hundred Sixty-three and 02/100 (\$563.02) Dollars in costs incurred by Plaintiff in bringing this action.

3. Resolution and Stipulation of Dismissal of Lawsuit with Prejudice. In return for the promises and covenants set forth herein, Mr. Dutil consents to the dismissal of his claims against Defendant National Golf Management, LLC, & Defendant Burroughs & Chapin Company, Inc., such dismissal being with prejudice.

4. Waiver and General Release of Claims by Mr. Dutil. In return for the covenants and promises set forth herein, including the total aggregate payment of Thirteen Thousand Five Hundred and No/100 (\$13,500.00) Dollars, as set forth in Paragraphs 1 and 2 above, and intending to be legally bound hereby, Mr. Dutil, agreeing on behalf of himself, his heirs, estate, executors, administrators, successors and assigns, does hereby release and discharge

the Defendants, and all its and their agents, officers, directors, shareholders, employees, executors, administrators, successors and assigns, and each of them, of and from all debts, demands, actions, causes of action, matters, claims, suits, damages, liabilities, charges and costs, of whatsoever kind and character, whether in statutory or common law, in law or in equity, that he may have against them. Mr. Dutil agrees that this includes, but is not limited to, any and all claims arising out of or relating to his employment and/or the terms and conditions of said employment with the Defendants, including all matters set forth or which could have been set forth in the action styled Alan Dutil, on behalf of himself and all other similarly situated employees vs. National Golf Management, LLC & Burroughs & Chapin Company, Inc., Civil Action No. 4:13-cv-2504-MGL. **This General Release specifically includes all matters or claims arising under any and all federal and state statutory and common laws including but not limited to, the Fair Labor Standards Act, 29 U.S.C. §201 et seq. (2008), the South Carolina Payment of Wages Act, S.C. Code Ann. §41-10-10 et seq. (Supp. 2012); Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. and the Civil Rights Act of 1991; the South Carolina Human Affairs Law, S.C. Code Ann. §1-13-10 et seq.; and any and all other federal, state or common laws.**

Mr. Dutil acknowledges and agrees that he is responsible for any and all attorneys' fees incurred on his behalf in this matter not covered by the fees to be paid pursuant to Paragraph 2 in this Agreement.

Mr. Dutil acknowledges that he understands and agrees that this Agreement shall not in any way be construed as an admission by the Defendants, its and their officers, employees, directors, shareholders, and agents, that it or they have acted alleged wrongfully with respect to him or that he has any rights whatsoever against it or them and he understands that the

Defendants disclaim any liability for wrongful acts against him, or any other person, on the part of itself, themselves, and its and their employees and/or agents and he understands that this is a compromise of disputed claims.

5. Responsibility for any Taxes. Mr. Dutil agrees to pay any federal or state taxes, if any, which are required by law to be paid with respect to payments made in accordance with this Agreement.

6. Voluntary Agreement. Mr. Dutil hereby further affirms that he has carefully read this Agreement and fully understands its final and binding effect. Mr. Dutil further affirms that he has knowingly, freely and voluntarily executed this Agreement with the full intent of releasing and discharging the Defendants and all its and their agents, officers, directors, shareholders, employees, subsidiaries, businesses, parent and related companies, heirs, estates, executors and administrators, and its and their successors and assigns, and each of them, from any and all claims as set forth above.

7. Mr. Dutil's Acknowledgment of Contractual Nature of Agreement. Mr. Dutil further affirms and acknowledges that he has reviewed all aspects of this Agreement with his attorney who has explained this Agreement to him prior to signing the Agreement. Mr. Dutil acknowledges that he fully understands its final and binding effect and that he understands that its provisions are contractual and not merely a recital.

8. Entire Agreement. The parties declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital.

9. **Breach.** The parties understand and agree that any breach of any of the foregoing covenants shall entitle the non-breaching party or parties to bring an action for failure to comply with the terms of this Agreement and, further, should the non-breaching party or parties prevail in such action, it or they shall be entitled to attorneys' fees and costs as part of such action.

10. **Governing Law.** This Agreement shall be construed, governed and enforced under the laws and judicial process of the State of South Carolina.

11. **Severability.** The parties understand and agree that should any provision of this Agreement be declared unlawful the remaining provisions shall be unaffected and shall remain in full force and effect.

12. **Effective Date of Agreement.** This Agreement shall become effective upon Court approval of the consent to stipulated settlement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, we, the undersigned, intending to be fully bound hereby,

have set our hands and seals this 3rd day of December, 2013.

WITNESSES:

Michelle Thompson
William J. Hare

Alan Dutil
ALAN DUTIL

WITNESSES:

Charlotte M. Hearn
Susan Leshner

NATIONAL GOLF MANAGEMENT, LLC

By:

[Signature]
As Its: President

WITNESSES:

Paula A. Page
Karen M. Coofey

BURROUGHS & CHAPIN COMPANY, INC.

By:

[Signature]
As Its: President & CEO